

Section 30

Page 192

## SECTION 30 UNION SECURITY

### Modified Union Shop

#### A. Conditions

1. Each Flight Attendant hired on or after October 1, 1977 shall be required as a condition of employment to become a member of the Union upon successful completion of probation as a Flight Attendant.
2. Flight Attendants hired before October 1, 1977 are required as a condition of employment to either voluntarily attain Union membership or to pay to the Union each month a service charge equal to the regular and usual monthly dues.
3. Flight Attendants under Paragraph 2 above who are not members of the Union may voluntarily apply for Union membership under the regular terms established by the Union. Once accepted, such individuals shall be governed by the Union membership provision herein.
4. All employees covered by this Agreement who were members of the Union prior to January 1, 1970 or who hereafter become members thereof during the term of this Agreement must as a condition of continued employment retain their membership in the Union for the duration of the Agreement by tendering the standard monthly membership dues.

#### B. Application for Membership

1. Newly employed Flight Attendants shall make application for membership in the Union within sixty (60) days after the date of employment and shall be admitted to membership in the Union upon expiration of their probationary period as defined in Section 17 of this Agreement. All Flight Attendants who become members of the Union shall maintain such membership in accordance with the Union's Constitution and By-laws as a condition of continuing employment as a Flight Attendant, provided that this provision shall not apply to any employee to whom membership is not available upon the same terms and conditions as are generally applicable to any other member of the Union or with respect to employees to whom membership was denied or terminated for any reason other than failure of the employee to

Section 30

Page 193

tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

2. The Union, within thirty (30) days after the date of signing of this Agreement, shall furnish to the Company a list of its members in good standing as of said date, certified as correct by the President of the Union, and on the first of each month thereafter furnish to the Company a list of additional employees who have become members. If a dispute arises as to whether an employee was a member of the Union, on said date, or has become a member thereafter, such dispute shall be handled in accordance with the provisions of Section 26 of the Flight Attendant Agreement.

#### C. Delinquent Dues

1. If any employee of the Company covered by this Agreement becomes more than sixty (60) days delinquent in the payment of her/his service charges, initiation fees, assessments and/or membership dues, the Union shall notify such employee by certified mail, return receipt requested, copy to Senior Vice President - People of the Company, that she/he is delinquent in the payment of such service charge, initiation fee, assessments and/or membership dues as specified herein and is subject to discharge as an employee of the Company. Such letter shall also notify the employee that she/he must remit the required payment within a period of fifteen (15) days or be discharged.
2. If, upon the expiration of the fifteen (15) day period, the employee still remains delinquent, the Union shall certify in writing to the Senior Vice President - People with copy to the employee, that the employee has failed to remit payment within the grace period allowed and is, therefore, to be discharged. The Senior Vice President - People shall thereupon take proper steps to discharge such employee from the service of the Company.

#### D. Review Procedure

1. A grievance by an employee who is to be discharged as a result of an interpretation or application of the provisions of this Section shall be subject to the following procedures:
  - a. An employee who believes that the provisions of this Section have not been properly interpreted or applied as it pertains to her/him, may submit a request for review in writing within five (5) days from

Section 30

Page 194

the date of notification by the Director Labor Relations-Inflight, as provided in Paragraph C.2. above. The request must be submitted to the Director Labor Relations-Inflight who shall review the grievance and render an opinion in writing not later than five (5) days following receipt of the grievance.

- b. The Director Labor Relations-Inflight/designee shall forward a decision to the employee with a copy to the Union. Said decision shall be final and binding on all interested parties unless appealed as hereinafter provided. If the decision is not satisfactory to either the employee or the Union, then either may appeal the grievance within ten (10) days from the date of the receipt of such decision directly to the System Board of Adjustment established by Section 27 of this Agreement. All such grievances shall be processed by the System Board of Adjustment in accordance with the provisions of Section 27, provided, however, that the members of the System Board appointed by the Union and the Company in accordance with Section 27, Paragraph B, shall not participate in the hearings, deliberations or decisions of the Board. Such grievances shall be presented solely to a neutral referee selected in accordance with Section 27, Paragraph L, who shall hear and determine such grievance. Such grievances shall be heard by the System Board within six (6) months of receipt of the decision by the Director Labor Relations-Inflight.

2. During the period a grievance is being handled under the provisions of this Section, and until final award by the Director Labor Relations-Inflight or the neutral referee, the employee shall not be discharged from the Company nor lose any seniority rights because of non-compliance with the terms and provisions of this Section.

- a. An employee discharged by the Company under the provisions of this Paragraph shall be deemed to have been "discharged for cause" within the meaning of the terms and provisions of this Agreement.

- b. The Union agrees that it will indemnify and save the Company harmless against all forms of liability that shall arise out of or by reason of action taken by the Company, which action was requested by the Union under the provisions of this Section, or arising out of Company compliance with this Section.

Section 30

Page 195

#### E. Dues Check-Off

1. During the life of this Agreement, the Company will deduct from the pay of each employee the standard monthly membership dues uniformly levied in accordance with the Railway Labor Act, as amended, and the Constitution and By-Laws of the Union, service charges, initiation fees and assessments, provided such member of the Union voluntarily executes the following agreed upon form which will be prepared and furnished by the Union and known as a "Check-Off Form":

#### ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF UNION DUES

TO: United Air Lines, Inc.

I, \_\_\_\_\_ do hereby authorize and direct UNITED AIR LINES, INC. to deduct from my earnings once each month, \$\_\_\_\_ the standard monthly membership Union dues (or such standard monthly membership dues as may hereafter be established by the Union), service charges, initiation fees and assessments. Such amount so deducted is hereby assigned to the Union, subject to all the terms and conditions of the Railway Labor Act, as amended, and the provisions of the applicable collective bargaining agreement. This assignment and authorization may be revoked by me in writing after the expiration of one year from the date hereof or upon the termination date of the Flight Attendant Agreement in effect at the time this is signed, whichever occurs sooner. A copy of any such revocation will be sent to the President of the Master Executive Council.

Signature of Employee \_\_\_\_\_  
 UA File Number \_\_\_\_\_  
 Classification Seniority Date \_\_\_\_\_  
 Domicile \_\_\_\_\_  
 Date of First Deduction \_\_\_\_\_

NOTE: This form may also be used by Union non-members for monthly service charge deduction.



2. a. During the Flight Attendants' initial training, the Company will make known to them the dues check-off provisions of this Agreement. Those desiring to participate in the payroll deduction plan for the remittance of dues will at that time complete two copies of the above check-off form. The Union will keep the Company supplied with sufficient forms for this purpose.
  - b. One copy of each completed form will be forwarded to the Union's headquarters office and the other copy to the Company's Payroll Department. On the first mid-month paycheck following completion of the employee's probationary period, the Payroll Department will begin the appropriate deduction. For example, if the Flight Attendant's classification seniority date falls in January, the first deduction will be made from her/his August 16 paycheck.
  - c. The Company will also make available to the Union the names and domicile assignments of those Flight Attendants from that particular graduating class who have elected not to participate in the check-off arrangement.
3. All other check-off forms will be submitted from the Union's Headquarters Office to the Payroll Accounting Manager, Executive Offices, Chicago, Illinois. A properly executed check-off form, filed before the 15th of any month, will become effective the 1st of the month following its receipt by the Payroll Section of the Accounting Department, Chicago, Illinois. Illegible or improperly executed forms will be returned to the President of the Master Executive Council of the Union.
4. Any notice of revocation as set forth in the check-off form must be in writing, signed by the employee, and delivered by certified mail, addressed to the Payroll Accounting Manager, United Air Lines, Inc., P. O. Box 66100, Chicago, Illinois 60666, with a copy to the President of the Master Executive Council as soon as processed through Company payroll procedures. Check-off form and notices so received by the Company will be stamp-dated on the date received and will constitute notice to the Company on the date received and not when mailed.
5. With thirty (30) days notice from the Union, the Company will deduct from Flight Attendant earnings, any assessments levied by the Union.

## F. Dues Deductions

Deduction of total membership dues shall be made only at the time of the issuance of the second paycheck issued each month provided there is a sufficient balance due the employee at that time after all other deductions authorized by the employee or required by law (including money claims of the Company and the Credit Union loans) have been satisfied. The Company will remit all monies due the Union which have been deducted from paychecks issued to Flight Attendants on or before the 16th of the month. Such remittance shall be sent to a bank designated by the Union by wire transfer or such other electronic banking procedure agreed upon by the parties. Remittance shall be not later than the 26th of the same month in which the monies are deducted.

## G. Dues Terminations

An employee who has executed a check-off form and who has been (1) transferred or promoted to a job not covered by the Agreement, (2) resigns from the Company, (3) who is laid off, or is (4) otherwise terminated from the employ of the Company shall be deemed to have automatically revoked her/his assignment as of the date of such action and if she/he (1) transfers back or returns to a job covered by the Agreement, (2) is rehired, (3) is recalled or (4) re-employed, further deductions of Union dues will be made only upon execution and receipt of another check-off form.

## H. General

1. Collection of any back dues owed at the time of starting deductions for any employee, collection of dues missed because the employee's earnings were not sufficient to cover the payment of dues in the specified pay period, and collection of dues missed because of accidental errors in the accounting procedure will be the responsibility of the Union and will not be the subject of payroll deductions, and the Company shall not be responsible in any way because of such missed collections. It will be the Union's responsibility to verify apparent errors with the individual Union member before contacting the Company Payroll Accounting Manager.
2. In cases where a deduction is made which duplicates a payment already made to the Union by an employee and where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.

Section 30

Page 198

3. United Air Lines, Inc., shall be held harmless and indemnified by the Union for any claims which may be made by the employee or employees by virtue of the wrongful application and misapplication of any of the terms of this Agreement.
4. Other provisions of this Agreement notwithstanding, the Company shall not be required to terminate the employment of any employee covered by this Agreement until such time as the services of a qualified replacement is available. The Company may not, however, retain any employee in service under the provisions of this Paragraph for a period in excess of forty-five (45) calendar days from the date of the Union's original notice, except by mutual agreement by the parties hereto

Section 31

Page 199

### SECTION 31 SAFETY AND HEALTH

#### A. Safety Information

1. The recommendations of the MEC Safety, Health and Security Committee shall be considered by the Company regarding matters affecting the safety of Flight Attendants.
2. The MEC Safety, Health and Security Chairperson or AFA qualified designee shall be allowed to attend UAL-FAA emergency evacuation demonstrations. The Company will seek the approval of the FAA, the respective government authority, and/or the manufacturer, to permit the attendance of the MEC Safety, Health and Security Chairperson/AFA designee at government required certification tests.
3. Upon request, the Company shall review with the LEC President or designee copies of reports concerning occupational injuries (form 1845) and/or inflight incidents involving Flight Attendants. Copies of such reports shall be provided if requested, provided that any report that contains medical information must have the Flight Attendant's approval before being released.
4. The MEC President and/or the MEC Safety, Health and Security Chairperson/AFA designee will be provided access to the Crisis Center Observation Room for safety related incidents.

#### B. Accident/Serious Incident/Hijacking

1. The Company, upon notification of an accident/serious incident/hijacking involving Flight Attendants, shall promptly notify the MEC Safety, Health and Security Chairperson or designee or Local Safety, Health and Security Chairperson or designee.

These events are defined as follows:

- a. Aircraft Accident - An occurrence which causes damage to a Company aircraft with Flight Attendants onboard in which any person suffers death or serious injury.
- b. Hijacking (Air Piracy) - Seizure or attempted seizure of a Company aircraft with Flight Attendants onboard by actual or threatened force or violence.

31

SAFETY &amp; HEALTH

SECTION 30  
UNION SECURITY

Modified Union Shop

A. Conditions

1. Each flight attendant hired on or after October 1, 1977 shall be required as a condition of employment to become a member of the Union upon successful completion of probation as a flight attendant.
2. Flight attendants hired before October 1, 1977 are required as a condition of employment to either voluntarily attain Union membership or to pay to the Union each month a service charge equal to the regular and usual monthly dues.
3. Flight attendants under Paragraph 2 above who are not members of the Union may voluntarily apply for Union membership under the regular terms established by the Union. Once accepted, such individuals shall be governed by the Union membership provision herein.
4. All employees covered by this Agreement who were members of the Union prior to January 1, 1970 or who hereafter become members thereof during the term of this Agreement must as a condition of continued employment retain their membership in the Union for the duration of the Agreement by tendering the standard monthly membership dues.

B. Application for Membership

1. Newly employed flight attendants shall make application for membership in the Union within sixty (60) days after the date of employment and shall be admitted to membership in the Union upon expiration of their probationary period as defined in Section 17 of this Agreement. All flight attendants who become members of the Union shall maintain such membership in accordance with the Union's Constitution and By-laws as a condition of continuing employment as a flight attendant, provided that this provision shall not apply to any employee to whom membership is not available upon the same terms and conditions as are generally applicable to any other member of the Union or with respect to employees to whom membership was denied or terminated for any reason other than failure of the employee to tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

Effective 1996-4/30/03



2. The Union, within thirty (30) days after the date of signing of this Agreement, shall furnish to the Company a list of its members in good standing as of said date, certified as correct by the President of the Union, and on the first of each month thereafter furnish to the Company a list of additional employees who have become members. If a dispute arises as to whether an employee was a member of the Union, on said date, or has become a member thereafter, such dispute shall be handled in accordance with the provisions of Section 26 of the Flight Attendant Agreement.

C. Delinquent Dues

1. If any employee of the Company covered by this Agreement becomes more than sixty (60) days delinquent in the payment of her/his service charges, initiation fees, assessments and/or membership dues, the Union shall notify such employee by certified mail, return receipt requested, copy to Senior Vice President - People of the Company, that she/he is delinquent in the payment of such service charge, initiation fee, assessments and/or membership dues as specified herein and is subject to discharge as an employee of the Company. Such letter shall also notify the employee that she/he must remit the required payment within a period of fifteen (15) days or be discharged.
2. If, upon the expiration of the fifteen (15) day period, the employee still remains delinquent, the Union shall certify in writing to the Senior Vice President - People with copy to the employee, that the employee has failed to remit payment within the grace period allowed and is, therefore, to be discharged. The Senior Vice President - People shall thereupon take proper steps to discharge such employee from the service of the Company.

D. Review Procedure

1. A grievance by an employee who is to be discharged as a result of an interpretation or application of the provisions of this Section shall be subject to the following procedures.
  - a. An employee who believes that the provisions of this Section have not been properly interpreted or applied as it pertains to her/him, may submit a request for review in writing within five (5) days from the date of notification by the Director Labor Relations-Inflight, as provided in Paragraph C.2 above. The request must be submitted to the Director Labor Relations-Inflight who shall review the grievance and render an opinion in writing not later than five (5) days following receipt of the grievance.

- b. The Director Labor Relations-Inflight/designee shall forward a decision to the employee with a copy to the Union. Said decision shall be final and binding on all interested parties unless appealed as hereinafter provided. If the decision is not satisfactory to either the employee or the Union, then either may appeal the grievance within ten (10) days from the date of the receipt of such decision directly to the System Board of Adjustment established by Section 27 of this Agreement. All such grievances shall be processed by the System Board of Adjustment in accordance with the provisions of Section 27, provided, however, that the members of the System Board appointed by the Union and the Company in accordance with Section 27, Paragraph B, shall not participate in the hearings, deliberations or decisions of the Board. Such grievances shall be presented solely to a neutral referee selected in accordance with Section 27, Paragraph L, who shall hear and determine such grievance. Such grievances shall be heard by the System Board within six (6) months of receipt of the decision by the Director Labor Relations-Inflight.
2. During the period a grievance is being handled under the provisions of this Section, and until final award by the Director Labor Relations-Inflight or the neutral referee, the employee shall not be discharged from the Company nor lose any seniority rights because of non-compliance with the terms and provisions of this Section.
  - a. An employee discharged by the Company under the provisions of this Paragraph shall be deemed to have been "discharged for cause" within the meaning of the terms and provisions of this Agreement.
  - b. The Union agrees that it will indemnify and save the Company harmless against all forms of liability that shall arise out of or by reason of action taken by the Company, which action was requested by the Union under the provisions of this Section, or, arising out of Company compliance with this Section.

E. Dues Check-Off

1. During the life of this Agreement, the Company will deduct from the pay of each employee the standard monthly membership dues uniformly levied in accordance with the Railway Labor Act, as amended, and the Constitution and By-Laws of the Union, service charges, initiation fees and assessments, provided such member of the Union voluntarily executes the following agreed upon form which will be prepared and furnished by the Union and known as a "Check-Off Form":

# ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF UNION DUES

TO: United Air Lines, Inc.

I, \_\_\_\_\_ do hereby authorize and direct UNITED AIR LINES, INC. to deduct from my earnings once each month, \$ \_\_\_\_\_, the standard monthly membership Union dues (or such standard monthly membership dues as may hereafter be established by the Union), service charges, initiation fees and assessments. Such amount so deducted is hereby assigned to the Union, subject to all the terms and conditions of the Railway Labor Act, as amended, and the provisions of the applicable collective bargaining agreement. This assignment and authorization may be revoked by me in writing after the expiration of one year from the date hereof or upon the termination date of the Flight Attendant Agreement in effect at the time this is signed, whichever occurs sooner. A copy of any such revocation will be sent to the President of the Master Executive Council.

Signature of Employee \_\_\_\_\_

UA File Number \_\_\_\_\_

Classification Seniority Date \_\_\_\_\_

Domicile \_\_\_\_\_

Date of First Deduction \_\_\_\_\_

NOTE: This form may also be used by Union non-members for monthly service charge deduction.

2. a. During the flight attendants' initial training, the Company will make known to them the dues check-off provisions of this Agreement. Those desiring to participate in the payroll deduction plan for the remittance of dues will at that time complete two copies of the above check-off form. The Union will keep the Company supplied with sufficient forms for this purpose.
- b. One copy of each completed form will be forwarded to the Union's headquarters office and the other copy to the Company's Payroll Department. On the first mid-month paycheck following completion of the employee's probationary period, the Payroll Department will begin the appropriate deduction. For example, if the flight attendant's classification seniority date falls in January, the first deduction will be made from her/his August 16 paycheck.
- c. The Company will also make available to the Union the names and domicile assignments of those flight attendants from that particular graduating class who have elected not to participate in the check-off arrangement.



3. All other check-off forms will be submitted from the Union's Headquarters Office to the Payroll Accounting Manager, Executive Offices, Chicago, Illinois. A properly executed check-off form, filed before the 15th of any month, will become effective the 1st of the month following its receipt by the Payroll Section of the Accounting Department, Chicago, Illinois. Illegible or improperly executed forms will be returned to the President of the Master Executive Council of the Union.
4. Any notice of revocation as set forth in the check-off form must be in writing, signed by the employee, and delivered by certified mail, addressed to the Payroll Accounting Manager, United Air Lines, Inc., P. O. Box 66100, Chicago, Illinois 60666, with a copy to the President of the Master Executive Council as soon as processed through Company payroll procedures. Check-off form and notices so received by the Company will be stamp-dated on the date received and will constitute notice to the Company on the date received and not when mailed.
5. With thirty (30) days notice from the Union, the Company will deduct from flight attendant earnings, any assessments levied by the Union.

F. Dues Deductions

Deduction of total membership dues shall be made only at the time of the issuance of the second paycheck issued each month provided there is a sufficient balance due the employee at that time after all other deductions authorized by the employee or required by law (including money claims of the Company and the Credit Union loans) have been satisfied. The Company will remit all monies due the Union which have been deducted from paychecks issued to flight attendants on or before the 16th of the month. Such remittance shall be sent to a bank designated by the Union by wire transfer or such other electronic banking procedure agreed upon by the parties. Remittance shall be not later than the 26th of the same month in which the monies are deducted.

G. Dues Terminations

An employee who has executed a check-off form and who has been (1) transferred or promoted to a job not covered by the Agreement, (2) resigns from the Company, (3) who is laid off, or is (4) otherwise terminated from the employ of the Company shall be deemed to have automatically revoked her/his assignment as of the date of such action and if she/he (1) transfers back or returns to a job covered by the Agreement, (2) is rehired, (3) is recalled or (4) re-employed, further deductions of Union dues will be made only upon execution and receipt of another check-off form.

## H. General

1. Collection of any back dues owed at the time of starting deductions for any employee, collection of dues missed because the employee's earnings were not sufficient to cover the payment of dues in the specified pay period, and collection of dues missed because of accidental errors in the accounting procedure will be the responsibility of the Union and will not be the subject of payroll deductions, and the Company shall not be responsible in any way because of such missed collections. It will be the Union's responsibility to verify apparent errors with the individual Union member before contacting the Company Payroll Accounting Manager.
2. In cases where a deduction is made which duplicates a payment already made to the Union by an employee and where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.
3. United Air Lines, Inc., shall be held harmless and indemnified by the Union for any claims which may be made by the employee or employees by virtue of the wrongful application and misapplication of any of the terms of this Agreement.
4. Other provisions of this Agreement notwithstanding, the Company shall not be required to terminate the employment of any employee covered by this Agreement until such time as the services of a qualified replacement is available. The Company may not, however, retain any employee in service under the provisions of this Paragraph for a period in excess of forty-five (45) calendar days from the date of the Union's original notice, except by mutual agreement by the parties hereto.